

AWARD/CONTRACT

1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2. AND/OR DMS REG. 1
1. RATING

2. CONTRACT NO. 68-WO-0037 3. EFFECTIVE DATE 10/01/90 4. REQUISITION/PROJECT NO.

5. ISSUED BY Code: 6. ADMINISTERED BY Code:
(If other than Item 5)

Environmental Protection Agency
Emergency Response Branch (PM214F)
401 K St. SW
Washington, DC 20460

7. NAME AND ADDRESS OF CONTRACTOR

8. DELIVERY

ECOLGY & ENVIRONMENT INC
BUFFALO CORPORATE CENTER
368 PLEASANT VIEW DRIVE
LANCASTER, NY 14086

[] FOB ORIGIN
[X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
n/a

Code: Facility:

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS
SHOWN IN ITEM:

11. SHIP TO/MARK FOR Code: 12. PAYMENT WILL BE MADE BY

If applicable,
see Section D
of the Schedule

Code:
Environmental Protection Agency
National Contract Payment
Division (MD-32)
Research Triangle Pk, NC 27711

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION.

[] 10 U.S.C. 2304(o)() [] 41 U.S.C. 253 (o) ()

4. ACCOUNTING AND APPROPRIATION DATA

ACRN	AMOUNT	APPROPRIATION/ACCOUNTING DATA
A1.	\$7,000,000.00	68/20X8145 DB0163 OTFA72D800 25.35

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT PRICE	15E. UNIT	15F. AMOUNT
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TOTAL CONTRACT AMOUNT: 9.

APPROVED BY OIRM 3/84, FAR (48 CFR 53.214(c)) EXCEPTION TO STANDARD FORM 26

AWARD/CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the Items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER
(Type or print)

20A. NAME OF CONTRACTING OFFICER

Ronald R. Wiley

19B. NAME OF CONTRACTOR

20B. UNITED STATES OF AMERICA

by Ronald R. Wiley
(Signature of person authorized to sign)

by Ronald R. Wiley
(Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM
CONTRACT (EPAAR 1552.212-70) (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 737,102 direct labor hours (includes 107,102 overtime hours) for the base period for the contract. These direct labor hours represent the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 AWARD FEE (EPAAR 1552.216-70) (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan, Attachment NO. 7. The Government will determine the amount of award

fee every 6 months beginning with October 1, 1990.. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

**B.3 ESTIMATED COST, BASE FEE AND AWARD FEE
(EP52.216-200) (APR 1984)**

(a) The estimated cost of this contract is

(b) The base fee is \$

(c) The award fee pool available for award for this contract is \$
For purposes of cost recovery, the estimated cost, base fee and award fee is further broken down between Level of Effort (LOE) and Program Management Office (PMO).

LOE estimated cost \$
LOE base fee \$
LOE award fee \$

PMO estimated cost \$
PMO base fee \$
PMO award fee \$

(d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

B.4 OTHER DIRECT COSTS (EP52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Base Period/Base Quantity

Travel - LOE	\$
Equipment	\$
Special Projects	\$
Analytical Services	\$
Corporate Special Projects	\$
Other Direct Costs - LOE	\$

The above Other Direct Cost will be increased in accordance

with the values stated in Section H Option clauses as individual options are exercised

**B.3 LIMITATION OF FUNDS--COST-PLUS-AWARD-FEE
CONTRACT (EP52.232-110) (APR 1984)**

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for the contract period ending approximately September 30, 1992..

Funding is allocated in accordance with the following schedule:

	Program Management	+	Level of Effort	-	Total
Estimated Costs	\$		\$		\$
Base Fee	\$		\$		\$
Award Fee Pool	\$		\$		\$
			Total Funds		\$

(b) The provisions of the clause entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the sum of the total estimated cost, base fee, award fee pool available for award, and award fee awarded, set forth in the schedule of this contract, is allotted to this contract and the clause entitled "Limitation of Cost" shall be applicable.

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS
(EP52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment NO. 1.

C.2 INCORPORATION OF CONTRACTOR'S TECHNICAL
PROPOSAL (EP52.210-120) (APR 1984)

The Contractor's technical proposals entitled, "Zone II Technical Assistance Teams for Response, Removal and Prevention" dated February 22, 1990, June 11, 1990 and August 6, 1990, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.3 INCORPORATION OF CONTRACTOR'S QUALITY
ASSURANCE (QA) PROJECT PLAN
(EP52.210-130) (APR 1984)

The Contractor shall adhere to the procedures set forth in its QA Project Plan dated February 22, 1990, which is incorporated by reference.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND PACKAGING INSTRUCTIONS

Preservation, packing, packaging, for shipment shall be in accordance with commercial practice and shall be adequate for acceptance by common carrier and safe transportation at the most economical rates. Special packaging and marking, if applicable shall be designated in individual TDDs.

D.2 F.O.B. DESTINATION (FAR 52.247-34) (APR 1984)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (1) Pack and mark the shipment to comply with contract specifications; or

(11) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

D.3 F.O.B. POINT (EP52.247-110) (APR 1984)

All supplies, services and deliverable items required or requested under this contract shall be delivered F.O.B. Destination.

Shipment of deliverable items, other than reports shall be to:

THE SITE SPECIFIED IN THE TECHNICAL DIRECTION DOCUMENT

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer or DPO is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

The Place designated in the TDD.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 REPORTS OF WORK (EP52.210-70) (APR 1984)

The Contractor shall prepare and deliver reports in accordance with Attachment No.4.

F.2 WORKING FILES (EPAAR 1552.210-74) (APR 1984)

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.3 USE OF RECYCLED PAPER IN THE PRODUCTION OF REPORTS (EP52.210-150) (APR 1990)

(a) For the purpose of this clause, "recycled paper" means paper containing a minimum of 50% waste paper. Waste paper is defined at 40 CFR Section 250.4.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper to produce all progress reports, draft reports, or final reports required to be delivered to the Government under this contract.

F.4 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.5 PERIOD OF PERFORMANCE
(EP82.212-140) (APR 1984)

The period of performance of this contract shall be from 10-01-90 through 09-30-92 exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS
AND SMALL DISADVANTAGED BUSINESS
(EP52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment No. 10.

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND
SMALL DISADVANTAGED BUSINESS CONCERNS
(EP52.219-120) (APR 1984)

The Contractor shall submit a report for subcontracting under this particular contract and a summary report on subcontracts in all contracts between the Contractor and the EPA which contain subcontract goals for awards to small business and small disadvantaged business concerns.

The Contractor shall submit subcontracting reports on Standard Forms 294 and 295. The reports shall be submitted semi-annually and quarterly respectively in accordance with the General Instructions on the reverse side of the forms.

Copies of these reports shall be delivered to:

Distribution	Addressee
1 original	Contracting Officer
1 copy	Socioeconomic Officer, Office of Small & Disadvantaged Business Utilization 401 M Street, S.W. (A-149) Washington, D.C. 20460

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (OCT 1989)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(c) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information. When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the Document Control Number (DCN) and the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order.

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

(f) Invoices must clearly delineate and segregate those invoiced items of costs considered to be and/or defined as OTHER DIRECT COSTS, SPECIAL PROJECTS, CORPORATE SPECIAL PROJECTS, and ANALYTICAL SERVICES.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.703-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section (PM-214-F)
Procurement and Contracts Management Division
Washington, DC 20460

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

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Section G

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES
(EP52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Pat Hawkins
Environmental Protection Agency
401 M Street, S.W.
(OS-210)
Washington, D.C. 20460

TELEPHONE 202 382-2458

Contracting Officer responsible for administering this contract:

Karen Tomimatsu
Environmental Protection Agency
401 M Street, S.W.
(PM-214F)
Washington, D.C. 20460

TELEPHONE (202) 382-3252

G.7 SUBCONTRACT CONSENT
(EP52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
None		

G.8 DECONTAMINATION OF GOVERNMENT PROPERTY
(EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.9 GOVERNMENT-FURNISHED DATA
(EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the TECHNICAL DIRECTION DOCUMENTS (TDD).

G.10 GOVERNMENT PROPERTY--RESIDUAL INVENTORY
(EP52.245-110) (APR 1984)

The Contractor is authorized to use in the performance of this contract the residual inventory identified in Attachment No.6. The property in the EPA Region V is presently accountable under contract number 68-01-7367. The property in Regions VI-X are accountable under contract number 68-01-7368.

G.11 DESIGNATION OF PROPERTY ADMINISTRATION AND
INCORPORATION OF THE EPA PROPERTY GUIDE
(EP52.24B-140) (JUN 1989)

(a) The contract Property Administrator for this contract is

Environmental Protection Agency
Facilities Mgmt & Svcs Div (PM-215)
401-M Street, SW
Washington, DC 20460

who is the Contracting Officer's designated representative for property matters. The Contractor shall furnish any information required for management of Government furnished property or contractor acquired property to the Property Administrator.

(b) This contract incorporates the EPA "Contractor's Guide for Control of Government Property", December 1988, by reference, with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will provide this publication in full text.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (APR 1984)

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 3/4 by 14 1/4 inches, will not be deemed to be printing.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.3 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.3, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual, apparent or potential conflict of interest exists or to identify to the Contracting Officer any actual, apparent or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual, apparent, or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest", the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(b) The Contractor agrees to immediately notify the EPA Project Officer and the Contracting Officer of any actual, apparent, or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this contract. A personal conflict of interest is defined as a relationship of an employee, subcontractor

employee or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting officer prior to incurring costs for that employee's work where an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance of the contract has begun, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without EPA approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all employees working on requirements under this contract including subcontractors and consultants.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that this employee will not disclose, either in whole or in part, to any entity external to EPA, DOJ, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor, under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for

default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING

(a) It is agreed by the parties to this contract that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this Contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract and for a period of five (5) years after the expiration of the contract, agrees not to enter into a contract with or to represent any party with respect to any work relating to CERCLA activities or work that may jeopardize CERCLA enforcement actions, pertaining to a site where the Contractor previously performed work for the EPA under this contract without the prior written approval of the cognizant EPA Contracting Officer.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide to EPA clean-up services (e.g., Emergency Response Cleanup Services (ERCS) contracts) within the Contractor's Technical Assistance Team (TAT) zone, either as a prime Contractor, subcontractor, or consultant.

(2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform TAT work. This clause will not preclude TAT contractors from performing construction management services under other EPA contracts.

(3) It will be ineligible for award of ERCS type activities contracts for sites within its respective TAT zone which result from

a CERCLA or RCRA consent decree or court order.

(e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g), unless otherwise authorized by the Contracting Officer.

H.7 ANNUAL CERTIFICATION AND UPDATE OF CONFLICT OF INTEREST PLAN

The Contractor shall certify annually that to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the EPA. Such certification must be signed by a senior corporate executive of the company and submitted in accordance with instructions provided by the Contracting Officer. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certifications must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.8 INSURANCE--LIABILITY TO THIRD PERSONS--COMMERCIAL
ORGANIZATIONS (EPAAR 1552.228-70) (APR 1984)
(WITH DEVIATION)

(a) This Clause, will be modified by the mutual agreement of the parties hereto within 180 days after the EPA's promulgation of final guidelines for carrying out the provisions of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA).

(b) The Contractor shall procure and maintain such insurance as is required by law or regulation, including that required by FAR Part 28, in effect as of the date of execution of this contract, and any such insurance as the Contracting Officer may, from time to time, require with respect to performance of this contract.

(c) At a minimum, the Contractor shall procure and maintain the following types of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts to satisfy State law;

(2) Employer's liability insurance in the minimum amount of \$100,000 per occurrence;

(3) Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence;

(4) When vessels are used in the performance of the contract, vessel collision liability and protection and indemnity liability insurance in such amounts as the Contracting Officer may require or approve: provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form and for such periods of time as the Contracting Officer may, from time to time, require or approved and with insurers approved by the Contracting Officer.

(d) The Contractor further agrees that it will make diligent efforts throughout contract performance in accordance with EPA guidelines to obtain adequate pollution liability insurance.

(e) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer all insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder. The Contractor's submission shall include documentation demonstrating its diligent efforts to obtain pollution liability insurance.

(f) The Contractor shall be reimbursed, for the portion allocable to this contract, the reasonable cost of insurance (including reserves for self-insurance) as required or approved

pursuant to the provisions of this contract clause.

(g) (1) Pursuant to 119 of CERCLA, the Government will hold harmless and indemnify the Contractor against any liability (including the expenses of litigation or settlement) for negligence arising out of the Contractor's performance under this contract in carrying out response action activities. Such indemnification shall apply only to liability not compensated by insurance or otherwise and shall apply only to liability which results from a release of any hazardous substance or pollutant or contaminant if such release arises out of the response action activities of this contract. Further, any liability within the deductible amounts of the Contractor's insurance will not be covered under this contract clause.

(2) For purposes of this clause (g), if the Contracting Officer has determined that the insurance identified in paragraph (d) is not available at a reasonable cost, the Government will hold harmless and indemnify the Contractor for liability to the extent such liability exceeds \$100,000.00.

(3) The Contractor shall not be reimbursed for liabilities as defined in (g) (including the expenses of litigation or settlement) that were caused by conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct or demonstrated a lack of good faith. Further, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

(h) The Government may discharge its liability under this contract clause by making payments directly to the Contractor or directly to parties to whom the Contractor may be liable.

(1) With the prior written approval of the Contracting Officer, the Contractor may include in any subcontract under this contract the same provisions in this clause whereby the Contractor shall indemnify the subcontractor. Such a subcontract shall provide the same rights and duties and the same provisions for notice, furnishings of evidence or proof, and the like, between the Contractor and the subcontractor as are established by this clause. Similar indemnification may be provided for subcontractors at any time upon the same terms and conditions. Subcontracts providing for indemnification within the purview of this contract clause shall provide for prompt notification to the Contractor which is covered by this contract clause, and shall entitle the Government, at its election, to control or assist in the settlement or defense of any such claim or action. The Government will indemnify the Contractor with respect to his obligations to subcontractors under such subcontract provisions. The Government may discharge its obligations under this paragraph by making payments directly to subcontractors or to parties to whom the subcontractors may be liable.

(j) If insurance coverage required or approved by the

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Contracting Officer is reduced without the Contracting Officer's approval, the liability of the Government under this contract clause will not be increased by reason of such reduction.

(k) The Contractor shall:

(1) Promptly notify the Contracting Officer of any claim or action against the Contractor or any subcontractor which reasonably may be expected to involve indemnification under this contract clause;

(2) Furnish evidence or proof of any claim covered by this contract clause in the manner and form required by the Government;

(3) Immediately furnish the Government copies of all pertinent papers received by the Contractor. The Government may direct, control, or assist the settlement or defense of any such claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.

(1) Reimbursement for any liabilities under this contract clause will not exceed appropriations available from CERCLA's Hazardous Substance Superfund (except to the extent that Congress may make appropriations to specifically fund any deficiencies) at the time such liabilities are represented by final judgments or by settlements approved in writing by the Government.

H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environment Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.10 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.203-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(1) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a

claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request

by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

H.13 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

POSITION	NAME
ZPM	G. Gallagher
AZPM Operations	D. Zelazny
AZPM Technical Assistance	D. Kopsick
MIS Specialist	Y.M. Lee
Financial Analyst	L. Panzioa
QA Director	T. Yeates
Health and Safety Director	P. Jonmarie

TATLs

Region V	L. Adams
Region VI	K. Fruitwala
Region VII	H. Pickering
Region VIII	T. Smith
Region IX	J. Roosen
Region X	W. Carberry

ATATLs

Region V

Chicago
Cincinnati
Detroit
Cleveland

W. Tremel
T. Spargo
C. Dusel
D. Millison

Region VI

Dallas
Houston
Baton Rouge

R. Marguccio
P. Herrera
R. Pierce

Region VII

Kansas City
St. Louis

J. Chandler
R. Skrivan

Region VIII

Denver

R. Anderson

Region IX

San Francisco
Los Angeles

C. Moy
T. Chambers

Region X

Seattle

R. Duffner

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 365 calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.14 PAPERWORK REDUCTION ACT
(EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.15 FABRICATION OR ACQUISITION OF NONEXPENDABLE
PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.16 OPTION TO EXTEND THE TERM OF THE CONTRACT--
COST-PLUS-AWARD-FEE CONTRACT
(EPAAR 1552.217-72) (APR 1984)

The Government has the option to extend the term of this contract for three (3) additional periods. If more than sixty (60) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last sixty (60) day period. This preliminary notification does not commit the Government to exercising the option.

Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover:

Period	Start Date	End Date
Option Period 1	October 1, 1992	September 30, 1994
*Option Period 2	October 1, 1992	November 30, 1992
*Option Period 3	October 1, 1994	November 30, 1994

* These are Continuity of Services Options which provide for a phase-down period of 60 days. Option Period 2 may be exercised if the Option Period 1 is not exercised. Option Period 3 may be exercised if Option 1 is exercised.

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(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort for each period as follows:

Contract Period	Level of Effort Direct Labor Hours
-----	-----
Option Period 1	737,102 hours (includes 107,102 overtime hours)
Option Period 2	
1st month	10,484 hours (includes 0 overtime hours)
2nd month	3,494 hours (includes 0 overtime hours)
Option Period 3	
1st month	10,484 hours (includes 0 overtime hours)
2nd month	3,494 hours (includes 0 overtime hours)

(c) The "Estimated Cost, Base Fee and Award Fee" clause will be amended to reflect increased estimated costs, base fee and award fee pool for each option period as follows:

Period	Estimated Cost	Base Fee	Award Fee Pool	Total
-----	-----	-----	-----	-----
Option 1	\$35,274,499	\$1,058,234	\$2,469,216	\$38,801,949
Option 2	\$403,969	\$12,179	\$28,419	\$446,567
Option 3	\$439,224	\$13,178	\$30,746	\$483,148

(d) The Section B "Other Direct Costs" clause will be increased as follows:

	Option 1	Option 2	Option 3
	-----	-----	-----
*Travel	\$4,662,130	0	0
*Equipment	\$2,619,403	0	0
*Special Projects	\$1,152,000	0	0
*Analytical Services	\$2,160,000	0	0
*Corporate Special Services	\$1,008,000	0	0
*Other Direct Cost	\$6,456,361	0	0

*Mixing pools will not be allowed without the prior authorization of the Contracting Officer or the Project Officer acting as the Contracting Officers' designee.

(e) During the optional periods, the level of effort planned to be expended as dedicated team effort is as follows:

Option Period 1 737,102 hours (includes 107,102 overtime hours)

Option Period 2
 1st month 10,484 hours (includes 0 overtime hours)
 2nd month 3,494 hours (includes 0 overtime hours)

Option Period 3
 1st month 10,484 hours (includes 0 overtime hours)
 2nd month 3,494 hours (includes 0 overtime hours)

H.17 OPTION FOR INCREASED QUANTITY--COST-PLUS-
 AWARD-FEE CONTRACT (EPAAR 1552.217-74)
 (APR 1984)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Contract Period	Level of Effort (Direct Labor Hours)
- Base Period	349,440 hours (No overtime included)
- Option Period 1	349,440 hours (No overtime included)

The Government may exercise the above LOE hours in up to 50 increments, each consisting of the following hours:

Contract Period	Level of Effort (Direct Labor Hours)
Base Period 1-49	6,989 hours
50	6,979 hours
Option Period 1 1-49	6,989 hours
50	6,979 hours

(b) The estimated cost, base fee and award fee pool associated with each increment is as follows:

Base Period	Estimated Cost	Base Fee	Award Fee Pool	Total
1-49	\$163,504	\$4,905	\$11,445	\$179,854
50	\$163,275	\$4,898	\$11,429	\$179,602
	Estimated	Base	Award Fee	

Option I	Cost	Fee	Pool	Total
1-49	\$178,990	\$5,370	\$12,529	\$196,889
50	\$178,738	\$5,362	\$12,811	\$196,608

(c) If any of these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost, Base Fee, and Award Fee" clause for the affected zone will be modified accordingly. The hours so exercised are considered additional LOE hours and are not part of the dedicated LOE base effort.

(d) By issuing a contract modification, when the Government incrementally increases the LOE, the Government may increase the Section B "Other Direct Costs" by:

	Base Period	Option Period 1
Special Projects	\$576,000	\$576,000

-May be exercised in up to 10 increments of \$57,600 each for Base and Option Period 1.

	Base Period	Option Period 1
Analytical Services	\$1,080,000	\$1,080,000

-May be exercised in up to 10 increments of \$108,000 each for the base and Option Period 1.

	Base Period	Option Period 1
Corporate Special Projects	\$504,000	\$504,000

-May be exercised in up to 10 increments of \$50,400 each for the base and Option Period 1.

H.18 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.19 PATENT RIGHTS--RETENTION BY THE CONTRACTOR
(LONG FORM) (FAR 52.227-12) (JUN 1989)

(a) Definitions.

"Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 532) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent

applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention -

(1) If the Contractor elects not to retain title to a subject

invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; PROVIDED, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue to prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonable accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor)

after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provision of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements of other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identify and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that

show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(1) Interim Reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and certifying that all subject inventions have been disclosed or that there are no such inventions.

(11) A final report, within 3 months after completion of the contracted work, listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent

application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(1) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) of a subject invention to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that -

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (1) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(1) Communications.

H.20 SPECIAL PROJECTS

(a) An amount of \$1,152,000 has been included in the estimated cost of the contract for Special Projects during the base period of the contract. This pool of funds shall not be expended for anything other than Special Projects as defined in the Statement of Work. The status of the pool shall be reported separately on a monthly basis as required under Section F, "Reports of Work" (See F-1).

(b) In the event the option to extend the term of the contract for Option Period I is exercised, the Corresponding Special Projects Pool will be \$1,152,000. (see H.17)

(c) The Government also reserves the right to increase the Special Projects Pool as follows:

Contract Period

Special Projects Pool

68-WO-0037

Section H

Base Period	\$576,000
Option I	\$576,000

(d) The Government may exercise the Special Projects options in paragraph (c) above in up to 10 increments of \$57,600 each for the base period and \$57,600 each for Option I. The estimated cost, base fee, and award fee pool of each increment is as follows;

Contract Period	Est. Cost	Base Fee	Award Fee Pool	Total
Base Period	\$57,600	\$1,728	N/A	\$59,328
Option I	\$57,600	\$1,728	N/A	\$59,328

(e) If these options are exercised, the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly. This option is independent of any other option under the Contract and includes costs of associated management effort.

H.21 ANALYTICAL SERVICES

(a) An amount of \$2,160,000 has been included in the estimated cost for the contract for Analytical Services during the base period of the contract. This pool of funds shall not be expended for anything other than Analytical Services as defined in the Statement of Work. The status of this pool shall be reported separately on a monthly basis as required under Section F, "Reports of Work."

(b) In the event the option to extend the term of contract for Option I is exercised, the Analytical Services pool will be \$2,160,000 (see H.17)

(c) The Government also reserves the right to increase the Analytical Services pool as follows:

Contract Period	Analytical Services
Base Period	\$1,080,000
Option I	\$1,080,000

(d) The Government may exercise the Analytical Services options in paragraph (c) above in up to 10 increments of \$108,000 each for the Base Period and \$108,000 each for Option I. The estimated cost, base fee, and award fee pool of each increment is as follows:

Contract Period	Est. Cost	Base Fee	Award Fee Pool	Total
Base Period	\$108,000	\$2,430	N/A	\$110,430
Option I	\$108,000	\$2,430	N/A	\$110,430

(e) If these options are exercised, the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly. This option is independent of any other option under the contract and includes costs of associated management.

H.22 CORPORATE SPECIAL PROJECTS

(a) An amount of \$1,008,000 has been included in the estimated cost of the contract for Special Projects during the base period. This pool of funds shall not be expended for anything other than Corporate Special Projects as defined in the Statement of Work. The status of the pool shall be reported separately on a monthly basis as required under Section F, "Reports of Work."

(b) In the event the option to extend the term of the contract for Option Period I is exercised, the Corresponding Corporate Special Projects Pool will be \$1,008,000, (see H.17)

(c) The Government also reserves the right to increase the Corporate Special Projects Pool as follows:

Contract Period	Special Projects Pool
-----	-----
Base Period	\$504,000
Option I	\$504,000

(d) The Government may exercise the Corporate Special Projects options in paragraph (c) above in up to 10 increments of \$50,400 each for the base period and \$50,400 each for Option I. The estimated cost, base fee, and award fee pool of each increment is as follows;

Contract Period	Est. Cost	Base Fee	Award Fee Pool	Total
-----	-----	-----	-----	-----
Base Period	\$50,400	\$1,512	\$3,528	\$55,440
Option I	\$50,400	\$1,512	\$3,528	\$55,440

(e) If these options are exercised, the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly. This option is independent of any other option under the Contract and includes costs of associated management effort.

H.23 ACCESS TO CHEMICAL INFORMATION SYSTEM

The Government will make available to the Contractor the EPA Chemical Information System for use under this contract. The Chemical Information System is a computer data bank containing the EPA stores of information on thousands of chemicals. The data will be made available by means of furnishing the Contractor an access code to the computer. The user fee will be paid directly by EPA and will not be an allowable cost under this contract.

H.24 PERSONNEL QUALIFICATIONS

The following qualifications are established for performance of effort under this contract.

A. Professional

(1) Level 4 (Zone Program Manager, TAT Leaders) - Plans, conducts and supervises projects of major significance involving multidisciplinary professionals, necessitating proven managerial skills and knowledge of hazardous waste sites and spills. Must demonstrate ability to originate and apply new and/or unique methods and procedures. Supplies technical advice and counsel to other professionals.

Qualifications and Experience

- Ph.D. degree or equivalent, with 10 years or more experience; or
- M.S. degree or equivalent, with 12 years or more experience; or
- B.S. degree with 14 years or more experience

Experience Factors: Technical experience in hazardous waste site and oil spill investigations, hazardous waste and oil spill cleanup activities, water pollution control, or other discipline directly related to the requirements of the statement of work. Experience in supervising multidisciplinary professionals and general office management including budgetary requirements.

(2) Level 3 - Plans, conducts and supervises assignments on a project-by-project basis. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Demonstrated ability to work with some latitude for unreviewed actions or decisions.

Qualifications and Experience

- Ph.D. degree or equivalent, with minimum of 4 years experience; or
- M.S. degree or equivalent of minimum of 6 years experience; or
- B.S. degree with minimum of 8 years of experience

Experience Factors: Technical experience in hazardous waste site and oil-spill investigations, or hazardous waste or oil spill cleanup activities, water pollution control, or other discipline directly related to the requirements of this contract. Must have demonstrated ability to manage group of interdisciplinary professionals.

Note: During the contract period of performance, the P-4 TAT Leader requirements can be waived if a P-3 is clearly qualified for the TAT Leader position and the DPO is consulted and agrees.

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into useable data products and reports. Demonstrated experience in coordinating the activities of juniors or technicians. Experience in areas directly related to contract requirements. Other duties as assigned.

Qualifications and Experience

- M.S. degree or equivalent, with minimum of 2 years experience in discipline; or
- B.S. degree or equivalent with minimum of 4 years experience in discipline

(4) Level 1 - Entry Level for professional classification; works under supervision of team or project leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect field operations. Assists field operations as directed, including manual tasks of equipment set-up and maintenance. Performs other duties as assigned.

Qualifications and Experience

- B.S. degree or equivalent with 0 - 3 years experience

B. Technician

(1) Level 3 - Performs non-routine and complex assignments. Works under general supervision of a team or project leader. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data; prepares test reports. May supervise lower level technicians.

Qualifications and Experience

- 6 years or more experience related to scope of work

(2) Level 2 - Performs non-routine and complex tasks in

addition to routine assignments, works at the direction of team or project leader. Gathers and correlates basic data and performs routine analyses. May also perform experiments or tests which may require nonstandard procedures and complex instrumentation. May construct components or subassemblies or prototype modes. May troubleshoot malfunctioning equipment and make simple repairs as authorized by team or project leader.

Qualifications and Experience

- 2 to 6 years experience related to scope of work

(3) Level 1 - Entry level; performs simple, routine tasks under supervision as established in chain of command procedures. Performs routine maintenance and may install, setup or operate field equipment of moderate complexity. Provides a wide variety of support functions during field operations.

Qualifications and Experience

- 0 - 2 years experience

C. Qualifications/Experience Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totalling four (4) years will be an acceptable substitute for a B.S. degree.

(2) A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totalling two (2) years will be an acceptable substitute for a Masters degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of experience totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for the Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

(5) For the technician categories, each year of full time college level study will be considered equivalent to a year of practical experience.

H.25 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceeding for a given site where the Contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. In the event such services are required after performance of this contract, a separate negotiated procurement action shall be instituted with the contractor.

H.26 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving spill prevention and/or oil/hazardous substances discharge violations, or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of effort performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel, provided under this contract, to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only. Such services are not purchased hereby.

H.27 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) AS AMENDED BY SARA

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA as amended by SARA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required in the "Conflict of Interest Notification" of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA as amended by SARA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor in any defenses it may have or may wish to assert in any action by the Government under CERCLA as amended by SARA.

H.28 HEALTH AND SAFETY

The nature of the work to be performed under this contract may involve inherently hazardous situations.

The On-Scene Coordinator (OSC) has the authority to establish the standards of safety for all individuals on-site at all times. The Contractor, if required to work on-site shall ensure that all contractor personnel working at the site follow any direction of the OSC with regard to health and safety to include the required level of protection. If the Contractor elects to use a higher level of protection than that specified, the extra costs associated with such a higher level shall be borne by the Contractor.

Where a specific site safety plan is required as part of performance, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four hours (or less if specified by the TDD) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

H.29 ZONE CROSSOVER

In the event of the Contractor's actual, potential, or apparent conflict of interest in conducting specific actions under this contract (as determined by the Contracting Officer), the Government reserves the right to acquire TAT services through other sources.

Additionally, the Government may require the Contractor to perform services in another zone in the event of a conflict of interest or in any other situation in which it is determined by the Contracting Officer to be in the best interest of the Government.

Zone crossovers are to be coordinated through the EPA PO and CO.

H.30 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

A. This contract contains the Federal Acquisition Regulation Clause 52.215-5 "AUDIT - NEGOTIATION" (APR 1984) wherein the Contractor is required to maintain and make available to the Contracting Officer or his/her representative (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office, at

all reasonable times, the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

B. The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available the record described above and in the Audit Clause for a total of 10 years after final payment under the contract in lieu of the 3 year period stated in the "AUDIT-NEGOTIATION (APR 1984)" clause. (See FAR 4-703(b)(1).

D. In addition, the Contractor shall make available the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (e.g. cost recovery) until such appeals, litigation, or claims are disposed of.

E. The Contractor shall not destroy original records relating to the contract until:

(1) all litigation involving the records has been finally settled and approval is obtained from the CO or;

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if such litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under this contract.

H.31 SPECIAL PROVISIONS REGARDING CONTINUITY OF SERVICES OPTIONS

Under the Continuity of Services Options of this contract, if exercised, the Contractor shall continue to furnish the necessary personnel, materials, services, equipment, and facilities, except as otherwise specified herein, to accomplish all functions necessary for performance of the effort set forth in the contract.

During the first thirty (30) days of performance under the Continuity of Services option, the Contractor shall gradually release approximately 50% of all TAT personnel at each TAT Regional and Satellite office. During the second thirty (30) days of this option, the remaining 50% shall be gradually released.

During the option period, the Contractor shall transfer all data and equipment to the respective EPA regional/field offices or to the successor contractor's regional/field TAT offices, in accordance with a schedule approved by the Deputy Project Officer. In addition, the Contractor shall train the follow-on contractor personnel in any aspects of TAT contract administrative and technical operations, such as routine office procedure or automated technical and management systems.

H.32 REIMBURSEMENT OF OVERTIME

The Contractor shall be reimbursed for overtime which has been approved in advance by the OSC and Contracting Officer, which has been legitimately incurred by an employee and for which that employee has been paid the billed amount.

H.33 TRAVEL

Except as explicitly set forth below, the Contractor will be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitations of the Federal Travel Regulations effective on the date of travel will apply to Contractor employees to the same extent they apply to Federal Government employees.

The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures and bona fide lodging receipts.

The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel

Regulations.

H.34 LEASE OF MOTOR VEHICLES

In cases where the Contractor will charge the Government for the lease of a motor vehicle for a period longer than 60 days, the Contractor shall submit the following certification in accordance with the requirements of FAR 8.1102.

1. Specifications for vehicles will be the minimum to meet the operational needs of the Government and meet fuel economy and efficiency standards.
2. No passenger vehicles larger than IA, IB, or II are projected at this time.
3. All necessary approvals will be received prior to the ~~lease~~ of any vehicle.
4. GSA will be consulted prior to any applicable lease.

H.35 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984)(DEVIATION)

Specific effort to be completed by each Regional TAT will be specified by the cognizant Deputy Project Officer (DPO) through the DPO's issuance of written Technical Direction to the TAT leader. Each DPO will issue Technical Direction only to the Team Leader of the TAT assigned to his EPA Region. For instance, the DPO of Region VII Environmental Services Division (ESD) will issue TDD's only to the Team Leader of the ESD TAT team. The DPO of the Region VII Air and Waste Division (AWMD) will issue Technical Direction only to the Team Leader of the AWMD TAT Team. Each DPO will issue such Technical Direction on behalf of the EPA Project Officer (PO). The Cognizant PO or DPO is the only individual authorized to issue Technical Direction to a given TAT. Technical Direction Documents will be issued in writing by the cognizant DPO to his respective TAT Leader, or, if verbal, shall be confirmed in writing by the DPO within five (5) calendar days after issuance. Simultaneously, with issuance of a TDD to a TAT Leader, the cognizant DPO shall forward one (1) copy of the subject TDD to the Contracting Officer and one (1) copy to the PO.

TDDs may also be issued by the PO to the ZPM or a ZPM for special ZPM efforts within the Statement of Work.

The TDD shall include the following information:

- (a) Cost Center
- (b) TDD number
- (c) Type (to be filled in by Contractor)
- (d) Estimated Hours

- (e) Estimated Costs
- (f) Source of Funds
- (g) EPA Site Identification Number (If applicable)
- (h) Site Name
- (i) Overtime Approved (If applicable). Total contract overtime shall not exceed the amount stated in the Section I Clause entitled "Payment of Overtime Premiums"
- (j) Completion Date
- (k) Reference Information
- (l) Descriptive Title to Tasks
- (m) Specific Tasks
- (n) Interim Deadlines
- (o) Desired Report Format
- (p) Comments
- (q) Signatures and Dates
- (r) Descriptor (For Contractor Use)
- (s) Distribution
- (t) Priority

Similarly, the Contractor shall submit interim and/or final TDD AOC forms to be approved by the DPO. AOCs shall include the following information:

- (a) Cost Center
- (b) AOC Number (c) Response
- (d) Cost to Date
- (e) Total Cost to Closure (Completion)
- (f) Actual Total Hours
- (g) DPO Action
- (h) Comments
- (i) Signatures and Dates
- (j) Distribution

If the purpose of a given TDD is to confirm Technical Direction given verbally within the previous five (5) calendar days, the TDD shall indicate the date on which the TDD was verbally issued.

If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the previous TDD involved, and the effort being revised.

For the purposes of this contract, Technical Direction is defined as direction to the Contractor which, WITHIN THE SCOPE OF THE EFFORT AREAS IDENTIFIED IN THE STATEMENT OF WORK OF THIS CONTRACT, directs the Contractor in one or more of the following ways:

A. Specifies effort to be performed by a TAT. Such Technical Direction shall include as a minimum:

1. The anticipated end product(s) of each effort,
- and
2. The completion date for each effort.

B. Revises Technical Direction previously issued.

C. Provides information to the Contractor which is necessary, or will be helpful, for his performance of effort specified in a TDD or otherwise required under this contract. Such information will, to the extent practicable, be included in the TDD specifying the effort to which the information relates.

Technical direction in the form of TDDs must be within the general scope of work stated in this contract. Technical Direction may not be used for an effort which:

A. Constitutes an assignment of additional work outside the scope of the contract;

B. Constitutes a change as defined in the contract clause entitled "Changes".

C. In any way causes an increase or decrease in the total estimated cost, the base fee or the time required for contract performance; or

D. Changes any of the terms, conditions or specifications of the contract.

The Contractor (i.e. each TAT) shall proceed promptly with the performance of work in accordance with Technical Direction issued by each DPO in the manner prescribed by this article and within the authority of the DPOs under the provisions of this clause. If, however, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or is inconsistent with this Clause, the Contractor shall notify the DPO and the Contracting Officer (CO) of the situation immediately and will confirm it in writing to the CO with a copy to the PO within seven (7) calendar days after the receipt of any such direction. The Contractor shall not proceed with the work affected by the disputed Technical Direction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this clause.

Failure of the parties to agree upon the nature or validity under the contract of the Technical Direction in question, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled "Disputes". Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed Technical Instruction.

H.36 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

The Agency may find it necessary to release information submitted by the Contractor, either in response to solicitation W000031C1 or pursuant to provisions of this contract, to individuals not employed by the Environmental Protection Agency. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, Ecology & Environment, Inc. hereby consents to a limited release of its confidential business information.

Although the Agency must make some limited release of the contractor's confidential business information, the Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor.

Confidential business information (CBI) may be released to:

1. to other Agency contractors tasked with assisting the Agency in handling and processing documents in the administration of Agency contracts and in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Cleanup, and Liability Act 42 U.S.C. Sec. 9601 et seq. (CERCLA or Superfund);
2. to the U.S. Department of Justice, and contractor's employed by that Department, for use in advising the Agency and representing the Agency in proceedings for the recovery of Superfund expenditures; and
3. to parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607) and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement of claims against such parties.

The Agency anticipates that the release of confidential information will be permitted only pursuant to a confidentiality agreement executed by the individuals that will handle the confidential information. With respect to contractors, the confidentiality agreements will preclude further disclosure of the information. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to accounting firms and technical experts able to analyze the information, provided they also agree to be bound by an appropriate confidentiality agreement.

This contract clause does not authorize the Agency to release Ecology & Environment, Inc. CBI to the public pursuant to a request filed under the Freedom of Information Act.

PART II - CONTRACT CLAUSESSECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT--NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	FEB 1990	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-16	AUG 1989	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

52.220-4	APR 1984	LABOR SURPLUS AREA
		SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD
		CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL
		DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL
		DISABLED VETERANS AND VETERANS
		OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-3	DEC 1989	HAZARDOUS MATERIAL
		IDENTIFICATION
		AND MATERIAL SAFETY DATA
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING
		WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING
		PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
		ALTERNATE II (JUN 1987)

As part of the "Limited Rights Notice" in Alternate II, the following purposes are included at the end of paragraph (a):

(1) Use (except for manufacture) by support service contractors.

(2) Evaluation by nongovernment evaluators.

(3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.

(4) Emergency repair or overhaul work.

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.

52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
		ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST
		ACCOUNTING STANDARDS
52.230-5	SEP 1987	DISCLOSURE AND CONSISTENCY OF COST
		ACCOUNTING PRACTICES
52.232-17	APR 1984	INTEREST

52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984)
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	APR 1984	LIMITATION OF LIABILITY -- SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES

I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) (DEVIATION)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(1)(A) of this

clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(1)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a

covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all

disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for

contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.4 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(11) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the